

## **Waiver and Indemnity \*Required**

By entering a Horse Shows In The park, LLC (HSITP, LLC), recognized Competition, and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Trainer, Rider or Handler and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Constitution and Rules of the HSITP, LLC and the local rules of the competition. I agree to be bound by the Constitution and Rules of the HSITP, LLC and of the competition. I will accept as final the decision of the officers or management of HSITP, LLC on any question arising under the Rules, and agree to release and hold harmless the competition, the HSITP, LLC, their officials, directors, and employees or volunteers for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the HSITP, LLC and/or the Competition may use or assign photographs, videos, audios, cablecasts, or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage or benefit of the competition, sport, or the HSITP, LLC. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocable waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation. The construction and application of the HSITP, LLC rules are governed by the laws of the State of Florida and any action instituted against the HSITP, LLC must be filed in Florida.

## **HSITP, LLC RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION: \*Required**

I AGREE, in consideration for my participation in the Competition to the following:

I AGREE that I choose to participate voluntarily in the Competition with my horse, as a rider, driver, handler, lessee, owner, agent, coach/trainer or as a parent or guardian of a junior exhibitor, I am fully aware and acknowledge that horse sports and the Competition involves inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death (Harm”).

I AGREE to release the Horse Shows In The park, LLC (HSITP, LLC) , Jeanne and Page Winslow, C. Denise Hyde and the Competition from all claims for money damages of otherwise for any Harm to my horse or me and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the HSITP, LLC, it's officers/directors, or the Competition.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the HSITP, LLC or the Competition.

I AGREE to indemnify (pay any losses, damages, or costs incurred by) the HSITP, LLC and the Competition and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse at the Competition.

I have read the HSITP, LLC , and Competition rules about protective equipment and I understand that I am entitle to wear protective equipment without penalty and I acknowledge that the HSITP, LLC strongly encourages me that I do so.

If I am a parent or guardian of a junior exhibitor, I consent to the child's participation and AGREE to all of the above provisions to assume all of the obligations of this Release on the child's behalf.

I AGREE that the HSITP, LLC, Horseshows in the Park and Competition as used above includes all of their officials, officers, directors, employees, volunteers, agents, personnel and affiliated organizations, including Page and Jeanne Winslow, and C. Denise Hyde. BY SIGNING BELOW, I AGREE to be bound by all applicable HSITP, LLC Rules and terms and provisions of this entry blank and understand and recognize the Warning: Under Florida Law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities.

## **WARNING - FLORIDA STATUTE CHAPTER 773.01-773.05 \*Required**

This Florida statute provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. The definitions for participant, equine professional, and what constitutes an "inherent risk" are provided.

Liability will not be limited by statute, however, where the equine professional or sponsor knew the tack or equipment was faulty, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or is otherwise in lawful possession of the land or facilities where the injury is attributable to a known dangerous latent condition, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or intentionally injures the participant. Posting of warning signs alerting participants to the limitation of liability by law is also required.

Date: \_\_\_\_\_

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Participant/Rider's Name (Print)

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Signature of Adult Participant/Rider

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Signature of Adult on Behalf of Minor  
Child or Ward Participant/Rider